

# EXHIBIT L

DEPARTMENTAL DISCIPLINARY COMMITTEE  
FIRST JUDICIAL DEPARTMENT  
SUPREME COURT - APPELLATE DIVISION

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In the Matter of:

RP #2018.7008

STEVEN DONZIGER

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61 Broadway  
New York, New York 10006  
Wednesday, October 28, 2019

BEFORE: JOHN HORAN, REFEREE

APPEARANCES:

For the Departmental Disciplinary Committee  
First Judicial Department:

61 Broadway  
2nd Floor  
New York, New York 10006

BY: NAOMI GOLDSTEIN, ESQ.  
GEORGE DAVIDSON, ESQ.

For the Respondent:

RICHARD FRIEDMAN, ESQ.  
MARTIN GARBUS, ESQ.  
AARON PAGE, ESQ.

~~City~~  
~~Transcription Services~~  
~~431-555~~  
~~NY, NY~~  
~~Re: 201~~  
~~Entirety~~

1 DONZIGER - RECROSS (by Davidson)

2 which point that particular money became my  
3 money.

4 MR. DAVIDSON: But you also said that she  
5 was holding the money under your authority.

6 THE WITNESS: Well I had different  
7 authorities, okay, one of my authorities was I  
8 represented the FDA in a variety of matters,  
9 including trying to help them raise money, as  
10 well as manage resources. So she created the  
11 account under the FDA's authority and I helped  
12 her because I represented the FDA for types of  
13 things.

14 MR. DAVIDSON: Well whose name is on that  
15 account?

16 THE WITNESS: I believe it was her name  
17 or an entity that she created.

18 MR. DAVIDSON: Right. Now there's a, it  
19 will take me a minute to find it, but there is  
20 a wire transfer information that goes along  
21 with Aaron Page's sending you the \$342,000 and  
22 change, and that wire transfer reflects that  
23 the money came out of Aaron Page's trust  
24 account and was f/b/o FDA.

25 THE WITNESS: What do you mean?

1 DONZIGER - RECROSS (by Davidson)

2 MR. DAVIDSON: So f/b/o, that means for  
3 the benefit of, so you received that money in  
4 your account for the benefit of FDA, okay? It  
5 seems to me that that's got to be client money  
6 when it hits your account.

7 THE WITNESS: No.

8 MR. DAVIDSON: I don't think there's  
9 another way to look at that.

10 THE WITNESS: I respectfully disagree.  
11 As I testified before, I had millions of  
12 dollars owed to me and when it hit my account  
13 it became my money and I hoped to, other than  
14 money I was going to immediately pay back to  
15 Mr. Page for his fee, I hoped to keep it all.

16 MR. DAVIDSON: If you'll hold on one  
17 second I'll find the reference.

18 THE REFEREE: Mr. Donziger, what you're  
19 really saying is that since you had the  
20 authorizing power, there was no authorization  
21 by FDA needed for arrears which were,  
22 according to your accounting, owed to you. In  
23 other words, you could authorize Sullivan to  
24 send it to you.

25 THE WITNESS: I think it's very common in

1 DONZIGER - RECROSS (by Davidson)  
2 plaintiff's law, just if I may, and I don't  
3 think this is that unusual where if you have a  
4 client or, say, multiple clients, and you,  
5 say, settle, say there is more than one  
6 defendant and settle with one defendant and  
7 the entirety of that money comes in and you  
8 have a debt that you've already paid into the  
9 case that's greater than that amount of money  
10 from the first defendant, the lawyer would be  
11 able to reimburse him or herself all of that  
12 without giving any of it to the client. So I  
13 think that's --

14 THE REFEREE: With an authorization of  
15 the client.

16 THE WITNESS: Well I would assume there  
17 would be authorization that the retainer  
18 agreement under my analogy to pay expenses  
19 first. So I don't think this is a dissimilar  
20 situation. Now in my analogy I think that  
21 lawyer could also choose on his or her own  
22 volition to give some of the money to his  
23 client anyway and keep some and that's how I  
24 looked at it.

25 MR. DAVIDSON: Mr. Donziger, I found the